

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 09474 FOLIO 315

Security no : 124109052969S
Produced 13/09/2023 11:52 AM

LAND DESCRIPTION

Lot 1 on Title Plan 709321Q (formerly known as part of Portion 6 Parish of Will-will-rook).

PARENT TITLE Volume 02220 Folio 855
Created by instrument J860038 19/03/1982

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE of 383
ALBERT STREET EAST MELBOURNE VIC 3002
J860038 19/03/1982

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part H625552

CAVEAT AW929372T 14/06/2023

Caveator
INDARA INFRASTRUCTURE PTY LTD ACN: 090873019
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
22/03/2023
Estate or Interest
LEASEHOLD ESTATE
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
NELSON PROPERTY TRANSFER SERVICES
Notices to
INDARA INFRASTRUCTURE PTY LTD of LEVEL 1 110 PACIFIC HIGHWAY ST LEONARDS NSW 2065

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP709321Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AW929372T (E)	Registered	14/06/2023

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 2 of 2

Street Address: 445-465 CAMP ROAD BROADMEADOWS VIC 3047

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP709321Q
Number of Pages (excluding this cover sheet)	1
Document Assembled	13/09/2023 11:57

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TITLE PLAN	EDITION 1	TP 709321Q
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<p>Location of Land</p> <p>Parish: WILL-WILL-ROOK Township: Section: Crown Allotment: Crown Portion: 6 (PT)</p> <p>Last Plan Reference: Derived From: VOL 9474 FOL 315 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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Description of Land / Easement Information

ENCUMBRANCES REFERRED TO

As to the land shown marked A -
THE PIPELINE EASEMENT created by
 Instrument H625552 -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 05/12/2000
 VERIFIED: P.C.

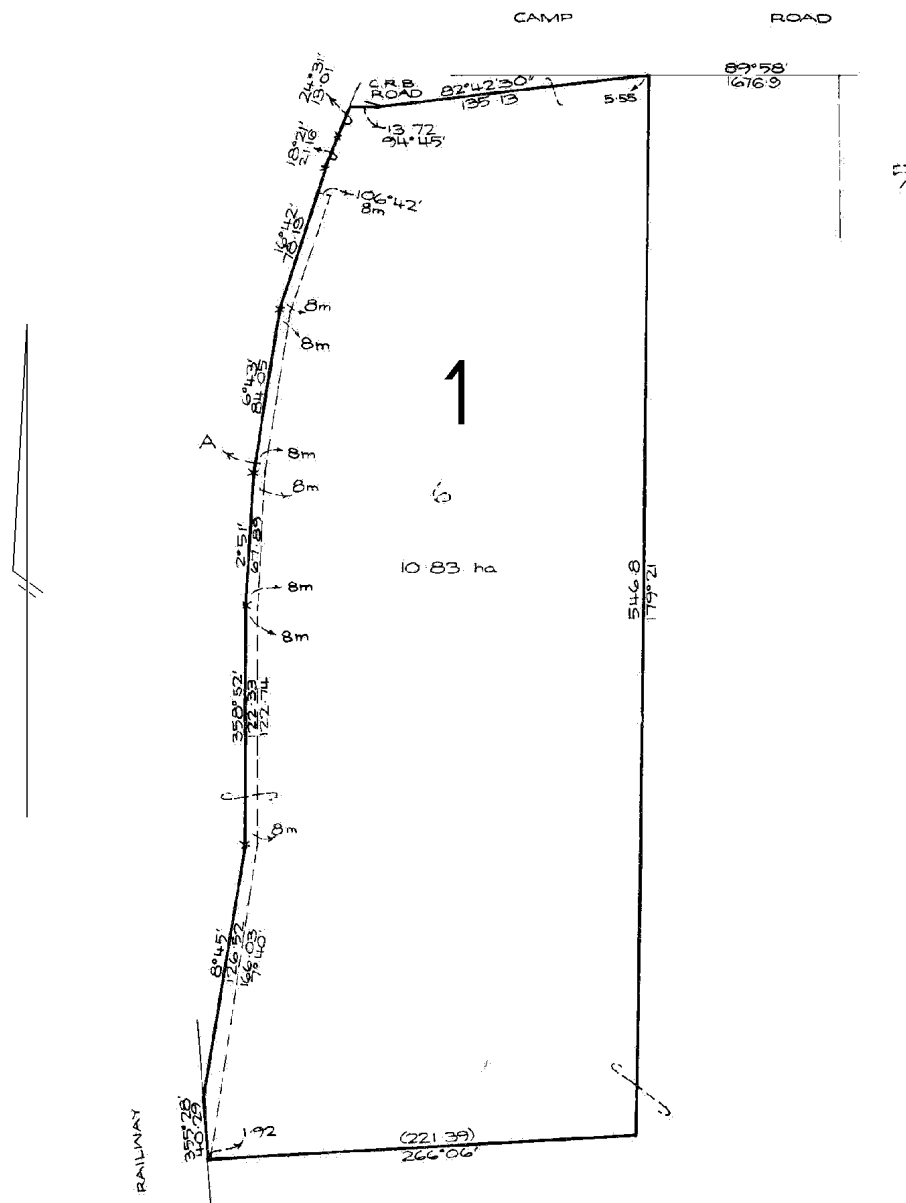


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CP 6 (PT)

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets
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Imaged Document Cover Sheet

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Document Type	Instrument
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Number of Pages (excluding this cover sheet)	10
Document Assembled	13/09/2023 11:57

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\$40

H625552



H625552
WW - 169

02-9-978675 AUG-1-79

ARTHUR ROBINSON & CO. *+dt*

REGD

VICTORIA

CREATION OF EASEMENT

THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF
formerly
MELBOURNE/ of St. Patricks Cathedral, Melbourne but now of
Diocesan Centre, 383 Albert Street, East Melbourne

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of \$ 10,000.00 paid to me DO HEREBY TRANSFER and GRANT unto MOBIL OIL AUSTRALIA LIMITED of 2 City Road, Melbourne and its transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being the land remaining untransferred in Certificate of Title Volume 9050 Folio 659 and the whole of the land described in Certificate of Title Volume 3469 Folio 765 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as "the dominant tenement") ~~on over~~ under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as "the servient tenement") being part of the land remaining untransferred in Certificate of Title Volume 2220 Folio 855

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, man-holes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors engineers servants agents licensees contractors sub-contractors and all others authorized by it (hereinafter called "the Grantee's associates"). -

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient

40-000
RR

\$5

2

4/6

V.2220 F.855 (PT)
TO
V.9050 F.659 (PART)
V.3469 F.765 (PART)
(MELBOURNE OIL TRUST)
LTD.

[Handwritten signature]

SK.IH
25/1/80

JUL 2 1979 4 10 00 5 7 11 15

REGD

100/11/80

dt 9050/659 - H754991
825/6/80

[Handwritten initials]

[Handwritten initials]

- 2 -

tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:-

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.

B. The Grantee will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantee to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.

C. The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of 1.2 metres below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its assigns.

E. Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the

Grantee will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

F. The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may together with the Grantee's associates peaceably hold and enjoy the rights liberties privileges and easement hereby granted without hindrance molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 2 City Road Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantee or the Grantee's associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9(2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22(1) of the said Act or any other rights of the Grantee under the said Act.

I. The Grantor will execute every such deed instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.

J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be, had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

K. Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.

L. Notwithstanding anything hereinbefore contained the Grantee shall not without the prior written consent of the Grantor have the right to install any of the Grantee's appliances above the surface of the servient tenement.

D A T E D this 13th day of July One

thousand nine hundred and seventy nine



DH625552-2-6

[Handwritten initials]

THE COMMON SEAL of THE ROMAN CATHOLIC)
TRUSTS CORPORATION FOR THE DIOCESE)
OF MELBOURNE was here to affixed by its)
Order in the presence of:)



Corporation Trustees:

R.J. Deal *T.L. Little*
D. Morris

EXECUTED by MOBIL OIL AUSTRALIA)
LIMITED by being SIGNED SEALED)
AND DELIVERED in Melbourne in)
the State of Victoria by DAVID)
JOHN TREGEAR its)
Attorney under Power No. 240093)
in the presence of:)

David Tregear

M.S. Warridge

ENCUMBRANCES REFERRED TO

Nil

LIMITED

PART OF CROWN PORTION 6 AT BROADMEADOWS

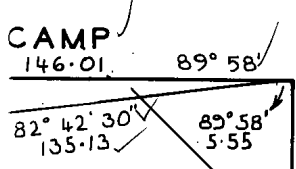
PARISH OF WILL WILL ROOK

COUNTY OF BOURKE

Certificate of Title VOLUME 2220 FOLIO 855

Area 4107 m²

ATION
R., EAST MELBOURNE



ROAD

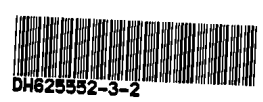
1676.94



COLOUR CODE
 = Yellow O=Orange BR=Brown
 = Green R=Red BL=Blue P=Purple
 = Hatched CH=Cross Hatched

TRANSFER TO C.R.B.

5



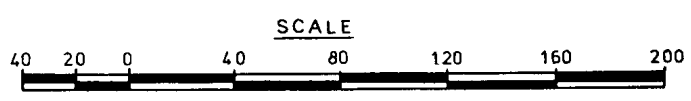
REGISTERED SURVEYOR
 J. J. BULLIVEY
 179° 21'

J. J. Bullivey
 J. J. Bullivey
 J. J. Bullivey

Building Agreement

→ BL

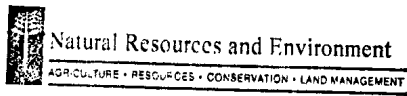
COLOUR CODE
 Y=Yellow O=Orange BR=Brown
 G=Green R=Red BL=Blue P=Purple
 H=Hatched CH=Cross Hatched



LENGTHS ARE IN METRES

I certify that this plan has been made by me, agrees with title, is mathematically correct and the easement being created has been reasonably located in accordance with title position. <i>J. J. Bullivey</i> Licensed Surveyor Date 4.5.79 ELECDIST SURVEYS PTY. LIMITED	RIGHT-OF-WAY OR EASEMENT NUMBER WW-169	
	Ref. No. 9053	Plan No.

15 MAR 1979



INTENTIONALLY

BLANK

MOBIL OIL AUSTRALIA LIMITED

RIGHT-OF-WAY EASEMENT
REQUIRED FOR PIPELINE

OWNER ROMAN CATHOLIC TRUSTS CORPORATION
ADDRESS DIOCESAN CENTRE, 383 ALBERT ST., EAST MELBOURNE

PART OF CROWN POSSESSION
PARISH OF WILL WILSON
Certificate of Title VOLUN
Area 4107



BL ←

CAMP
146.01

ROAD
1676.94

RAILWAY

EASTERN

NORTH

COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched

TRANSFER
TO C.R.B.



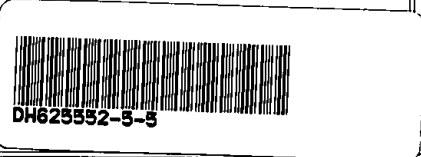
I certify that this plan has been made mathematically correct and the easement reasonably located in accordance with the requirements of the relevant legislation.

J.P. B...
Date... 4...

ELECDIST SURVEYS

INTENTIONALLY
Natural Resources and Environment
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

BLANK



To the Registrar of Titles

Please register this Instrument and upon completion forward duplicate Creation of Easement to Messrs Arthur Robinson & Co. and return Certificate of Title Volume 2220 Folio 855 to

M. MORNANE

M. Mornane
M. MORNANE

[Signature]
SECRETARY

THE ROMAN CATHOLIC TRUSTS
CORPORATION FOR THE DIOCESE
OF MELBOURNE

and

MOBIL OIL AUSTRALIA LIMITED

CREATION OF EASEMENT

ARTHUR ROBINSON & CO.
Solicitors,
447 Collins Street,
MELBOURNE.....3000
Tel: 614-1011
Ref: 17

A Memorandum of the within instrument has been entered in the Register Book

